

## ASSUMPTION AGREEMENT

This Assumption Agreement is made this 17 day of January, 2011, by and between Lumin Inc ("Assignor") and Lantern Light Corp. ("Assignee"), in connection with the Services Provider Agreement dated as of Aug 3, 2009 (the "Service Agreement"), between Assignor and **DIRECTV, Inc.** ("DIRECTV").

WHEREAS, pursuant to an Agreement and Plan of Merger entered into as of January 1, 2011, among Assignor and Assignee, as of completion of the merger, Assignor will be merged into Assignee whereupon pursuant to applicable law, all of the properties, rights, privileges, immunities and powers of Assignor shall vest in Assignee, and all of the debts, liabilities, duties and obligations of Assignor (including, without limitation, all of Assignor's debts, liabilities, duties and obligations under the Service Agreement) shall become the debts, liabilities, duties and obligations of Assignee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assumption. Assignee hereby assumes all of Assignor's right, title and interest in, to and under the Service Agreement, and assumes and agrees to timely perform and observe all obligations, liabilities and responsibilities of Assignor under the Service Agreement, and agrees to cause any successor to it to which the Service Agreement may be transferred or assigned, to accept all of Assignor's right, title and interest in, to and under the Service Agreement, and to assume and to timely perform and observe all obligations, liabilities and responsibilities of Assignor under the Service Agreement. DIRECTV shall be a third party beneficiary of this Assumption Agreement.

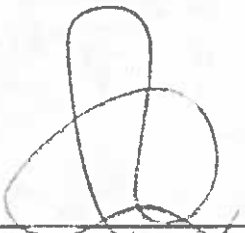
2. Further Assurances. Each of the parties hereto agrees that it will hereafter execute all further instruments or documents and do such other acts or things as may be necessary or desirable to more fully effectuate the assumption provided for herein.

4. Effectiveness. This Assumption Agreement shall be effective immediately and automatically as of the date of this Assumption Agreement.

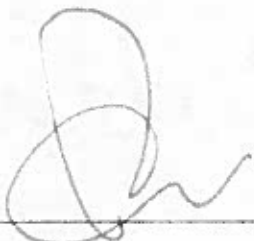
5. Construction. This Assumption Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts and executed and performed entirely therein.

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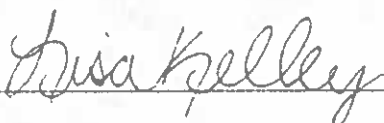
IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

X  \_\_\_\_\_ Date Signed Jan 6, 2011 \_\_\_\_\_

Ramon Martinez, Vice President, Lumin Inc.

X  \_\_\_\_\_ Date Signed Jan 6, 2011 \_\_\_\_\_

Ramon Martinez, President/CEO, Lantern Light Corp.

X  \_\_\_\_\_ Date Signed Jan 6, 2011 \_\_\_\_\_

Lisa Kelley, Secretary, Lantern Light Corp.

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EXHIBIT C